

**EXHIBIT A**

TUXEDO RESERVE OWNER LLC  
TUXEDO TPA OWNER LLC

October 3, 2008

**BY TELEFAX AND BY HAND**

Lehman Commercial Paper Inc., as Agent  
745 Seventh Avenue  
New York, New York 10019  
Attention: Michelle Rosolinsky  
Facsimile No. (212) 526-6643

Re: Tuxedo Reserve Project

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Senior Loan Agreement dated as of September 6, 2006 among Tuxedo Reserve Owner LLC ("**Reserve Owner**"), Tuxedo TPA Owner LLC ("**TPA Owner**"), Lehman Commercial Paper Inc., as administrative agent ("**Agent**") and Lehman Brothers Holdings Inc. ("**Lehman**"), as amended by that certain First Amendment to Senior Loan Agreement dated as of December 28, 2006 and that certain Second Amendment to Senior Loan Agreement dated as of April 13, 2007 (as so amended, the "**Senior Loan Agreement**"); (ii) that certain Building Loan Agreement dated as of September 6, 2006 among Reserve Owner, TPA Owner, Agent and Lehman, as amended by that certain First Amendment to Building Loan Agreement dated as of December 28, 2006 and that certain Second Amendment to Building Loan Agreement dated as of April 13, 2007 (as so amended, the "**Building Loan Agreement**"); and (iii) that certain Project Loan Agreement dated as of September 6, 2006 among Reserve Owner, TPA Owner, Agent and Lehman, as amended by that certain First Amendment to Project Loan Agreement dated as of December 28, 2006 and that certain Second Amendment to Project Loan Agreement dated as of April 13, 2007 (as so amended, the "**Project Loan Agreement**" and, together with the Building Loan Agreement and the Senior Loan Agreement, each a "**Loan Agreement**" and collectively the "**Loan Agreements**"). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to such terms in the Loan Agreements.

Section 2.1.8 of each of the Building Loan and Project Loan provides that "Subject to compliance by Borrower with the terms of this Agreement, Lenders shall make Advances to Borrower of the proceeds of the Loan pursuant to the terms and conditions set forth herein...." Additionally, Section 2.10.6 of each of the Building Loan Agreement and Project Loan Agreement provides that following Agent's receipt of an Advance Request, upon satisfaction of the applicable conditions precedent therefor, Agent shall make the funds requested by Borrower available on the requested Borrowing Date.

On September 17, 2008, Borrower submitted to Trimont Real Estate Advisors and to Agent an Advance Request, together with a Draw Package and all other information required by Borrower to satisfy the conditions precedent for Advances of Loan proceeds. The Advance Request specified October 1, 2008 as the Borrowing Date and provided (as all prior Advance Requests have similarly provided) that a portion of the Loan proceeds requested by Borrower were to be applied towards the monthly payments of interest and Non-Use Fees required to be made by Borrower. As of the date hereof, Agent has not made available the funds requested by Borrower in the Advance Request.

Agent's and Lenders' failure to make the requested funds available constitutes a material breach of the Loan Agreements, which breach relieves Borrower of its obligation to make scheduled payments of

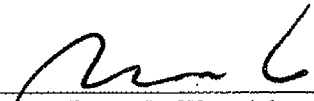
*An affiliate of RELATED*

60 Columbus Circle New York, NY 10023 Tel: 212-421-5333

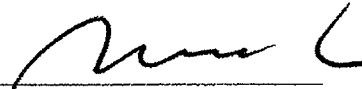
interest and the Non-Use Fee. Accordingly, Borrower hereby notifies Agent that so long as Agent and the Lenders remain in breach of their obligations to make Advances of the Loan proceeds to Borrower, Borrower will not make the scheduled payments of interest and fees. The foregoing shall in no way limit Borrower's right to pursue all remedies available at law or in equity as the result of the aforementioned breach by Agent and the Lenders, including, without limitation, seeking recovery for any losses, liabilities claims or damages suffered by Borrower as a result thereof.

Very truly yours,

**TUXEDO RESERVE OWNER**

By:   
Name: Bruce L. Warwick  
Title: President

**TUXEDO TPA OWNER**

By:   
Name: Bruce L. Warwick  
Title: President

cc: Cadwalader, Wickersham & Taft LLP  
One World Financial Plaza  
New York, New York 10281  
Attention: Julian Chung, Esq.  
Facsimile No. (212) 504-6666

Trimont Real Estate Advisors  
Monarch Tower  
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Attn: Paul Cables and Matt Stewart  
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Katsky Korins LLP  
605 Third Avenue  
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Attn: Randolph Amengual, Esq.  
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Lehman Brothers Holdings Inc.  
399 Park Avenue  
New York, NY 10022  
Attention: Thomas Buffa  
Facsimile No. (646) 758-4672